

AGREEMENT, made this 7th day of September, A.D. 1948, between the 130549
BOROUGH OF HATBORO, a Municipal Corporation of Montgomery County, Pa., party
of the first part (hereinafter called Borough), and PENN RIVET & MACHINE CO.,
a Pennsylvania Corporation, party of the second part, (hereinafter called
Company);

WHEREAS, the Company is constructing a manufacturing plant on the
Easterly side of Jacksonville Road, at Markley Street, in the Borough of
Hatboro, Montgomery County, Pa., and has requested the Borough to permit the
Company to discharge its sanitary and industrial waste into the Sanitary Sewer
system owned and operated by the Borough; and

WHEREAS, the Borough is willing to allow the discharge of such waste
into its sanitary sewer, provided that the industrial waste is properly
treated, so that the efficient operation of the sewage disposal plant is not
affected; and

WHEREAS, the Company is constructing, at its own expense, a treat-
ment plant for the purpose of treating the industrial waste before discharging
it into the sanitary sewer system of the Borough; and

WHEREAS, the Company has informed the Borough that the industrial
waste which is to be discharged into the said sewer system is of two classes,-
(1)plating mill waste, and (2) cleaner waste; that the plating mill waste is
to be treated by the addition of sulphuric acid and calcium hypochlorite; that
the cleaner waste is to be treated separately for oil removal, and then given
a second step of treatment in the plating mill waste tanks; that the volume of
industrial waste is estimated to be five thousand gallons per day, and that
this waste will be treated on a batch basis with the supposedly clear super-
natant fluid being drained into the Borough sanitary sewers and the sludge
logged on the property of the Company; that this waste, in addition to con-
taining cyanides, also is relatively alkaline and possesses minor amounts of
copper; that the treatment proposed will oxidize the cyanide wastes to the point
of no toxicity with a pH of 7.2 to 7.8.

NOW WITNESSETH, that the parties hereto, in consideration of the
mutual advantage to each of the, do hereby agree:-

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1; That the Company will complete the construction of its industrial waste treatment plant, at its own expense, and will thereafter during the life of this agreement keep the said plant in a good and efficient condition, and operate it with efficiency, employing such labor and supplying such materials at its own expense as may be necessary to keep the said treatment plant in efficient operation.

2. That the Company will, before discharging any industrial waste into the sanitary sewer system of the Borough, treat the said waste in such a manner so that it will not destroy the efficiency of the sewage disposal plant of the Borough, and among treatments which may be found to be necessary, to treat the said waste in the manner described hereinabove.

3. That the Company will treat the said waste on a batch basis and will discharge the same into the sanitary sewer at such time or times as requested by the Borough.

4. That the Company shall furnish to the Borough a daily operating report, showing the volume of waste treated and the kinds and quantities of chemicals added, and an analysis of the treated waste, when discharged into the sanitary sewers.

5. That the connection between the treatment plant of the company, and the sewer system shall be made at a manhole, so that the connection can be readily terminated in the event of a violation of the terms of this agreement.

6. That the Company further agrees to indemnify the Borough for any damages resulting from the improper operation of the Company's waste treatment plant.

7. The Borough agrees to permit the Company to discharge its sanitary and industrial waste into the said sanitary sewer system after such proper treatment, and to charge for the acceptance and treatment of such waste annual rental charges in accordance with the rates, terms, conditions and penalties set forth in the Sewer Rental Ordinance of the Borough of Hatboro, or any Amendments which may be made thereto in the future.

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properly treat the industrial waste, so that the efficiency of the sewage disposal plant is effected, and the Company, upon three days' notice in writing, shall fail to correct the said improper treatment.

9. The Borough further reserves the right to terminate this agreement, and refuse to accept the industrial waste of the Company, if the industrial waste of the Company cannot be properly treated to such an extent that the efficiency of the sewage disposal plant is effected.

10. The Borough further reserves the right to require satisfactory treatment of any future industrial waste, of the same or if a different nature than that described hereinabove.

IN WITNESS WHEREOF, the parties have executed this agreement, duly attested by their respective corporate seals.

BOROUGH OF HATBORO,

Signed: Fred. G. Ewald

Signed: Chas. B. Marks, Jr.

PENN RIVER & MACHINE CO.

Signed V. L. Bradford

Signed Norman Riley

Certifies true & correct copy of original agreement.

The Penn River & Machine Co.

J. L. Riley
Asst. Treas.

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